

STATE OF WYOMING

COUNTY OF CROOK

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TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR**

**WARBONNET CANYON ESTATES**

THIS DECLARATION is made on the day hereinafter set forth by Sandcreek Investments 2, LLC, a Nevada limited liability company, duly authorized to conduct business in the State of Wyoming, as the legal owner of the property situated in Crook County, Wyoming, described herein.

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property located in Crook County, State of Wyoming, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Also Known As: Tracts 1 through 22 of Warbonnet Canyon Estates, Crook County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANT desires to subject the property, and any subdivision thereof, to certain covenants, conditions and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the property described herein-above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the land, and which shall run with the land and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

## **ARTICLE I DEFINITIONS**

Section 1: The term "District" shall mean and refer to the Warbonnet Canyon Estates Improvement and Service District or any other district which may be formed by the Declarant or the Owners. All land within the Subdivision shall be land incorporated within the District.

Section 2: The term "Common Elements" shall mean and refer to all roads and easements within the Subdivision as well as any other elements which are utilized in common by all Owners within the Subdivision. All elements which are not utilized in common, or not capable of being utilized in common, by the Owners shall not be considered a Common Element and shall be maintained and repaired at the sole expenses of the individual Owners.

Section 3: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 4: The "Subdivision" shall mean and refer to that certain real property herein before described as the Warbonnet Canyon Estates, and such additions there to as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 5: The term "Tract" shall mean and refer to any one of the 22 Tracts identified in Exhibit "A" attached hereto.

Section 6: The term "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Tract which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation. While nothing herein shall limit the ability of an Owner to rent an Owner's Tract to residential tenants, such tenants shall not be considered "Owners" under the terms of this Declaration.

## **ARTICLE II NATURE AND PURPOSE OF COVENANTS**

The Subdivision as described above shall be made up of twenty-two (22) Tracts of varying sizes (herein collectively the "Tracts" or singularly the "Tract"). The covenants set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the Tracts for the benefit of all Owners and Tracts therein. These covenants are imposed upon DECLARANT, and upon the Owners of all Tracts, and upon any District or its equivalent. Said covenants are for the benefit of all Tracts and shall bind the Owners of all such Tracts. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Tract, but also his heirs, successors and assigns.



### **ARTICLE III ACCEPTANCE OF COVENANTS**

Each Owner, as grantee in any deed or conveyance of an ownership interest, is and shall be subject to this Declaration by acceptance of a deed or other instrument conveying title, or the execution of a contract for purchase. Every Owner shall be deemed to have accepted this Declaration and each and all of the covenants and the agreements herein contained, and also the jurisdiction, rights and powers of the District. By such acceptance, each Owner has and shall continue to, for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with the District and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision to keep, observe, comply with and perform the covenants and agreements of this Declaration.

Every person who becomes the legal or equitable owner of any Tract in the Subdivision by any means, is by the act of acquiring such title or by the act of contracting to acquire such title, obligated to pay any assessments and charges that the District shall make in accordance with this Declaration and applicable Wyoming law.

Any funds received by the District shall be used exclusively for the purposes established by the District.

### **ARTICLE IV USE AND RESTRICTIONS**

#### **Section 1: CONSTRUCTION**

All home construction shall be new stick built and placed on a permanent foundation. No mobile homes, modular or manufactured homes are allowed. All homes shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 2000 square feet. All construction, including utilities, shall meet the building codes for Crook County, Wyoming on the date of commencement of construction.

#### **Section 2: COMMERCIAL USE**

Each Tract is to be improved and utilized by the Owner only for private residential or agricultural purposes as set forth herein. Except for the recreational grazing of livestock, no part of any Tract shall be used for any commercial or agricultural purpose, nor shall any manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose be allowed including, but not limited to stores, shops, repair shops, storage or repair garage, pipe yard, oil field business, methane business or construction yard.

#### **Section 3: HUNTING**

Hunting shall be allowed on any Tract provided such hunting does not cause, or threaten to cause, any harm to any Owner and further provided that such hunting is done in accordance with all applicable State and local laws.

#### Section 4: SEWAGE

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with regulations, requirements, standards and recommendations of the Wyoming Department of Environmental Quality and in compliance with the regulation of Crook County, Wyoming.

#### Section 5: RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All refuse containers, storage area, machinery and equipment and vehicles shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner. Each Tract Owner shall be responsible for arranging private pickup and removal of rubbish, trash and garbage at least once every two (2) weeks.

#### Section 6: MINIMUM ACREAGE

No subdividing or splitting of any Tract shall be allowed.

#### Section 7: LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA, High School Rodeo livestock and livestock for personal use. No more than one animal unit per 1.5 acres shall be allowed, regardless of the intended use of the animals. No commercial livestock enterprises such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Tract. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

#### Section 8: OFFENSIVE ACTIVITY

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance.

#### Section 9: AESTHETIC MAINTENANCE



All Tracts shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the surrounding land. Any condition considered a nuisance or an eyesore by a majority of the Tract Owners, or by the Board of Directors of the District, or its equivalent, must be corrected within thirty (30) days of the Tract Owner's receipt of written notification of the same.

## **ARTICLE V COMMON ELEMENTS**

All maintenance and repairs to the Common Elements, including all snow removal on all common roads through the Tracts, shall be the joint responsibility of all Tract Owners and shall be paid for equally by all such Tract Owners. The Owners, acting by and through a simple majority, or through the Board of Directors of the District, shall be responsible for establishing any assessments for the maintenance and repair of the Common Elements. The due date for all such assessments shall be established by a simple majority of the Owners, or by the Board of Directors of the District, or its equivalent.

The amount of all delinquent assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon each Tract so assessed which shall attach to the Tract as of the time the remaining Owners or the District causes to be recorded in the office of the County Clerk of Crook County, Wyoming, a Notice of Assessment Lien, which shall state:

- a. The amount of any delinquent assessment and such related charges as may be authorized by this Declaration, or as may be assessed by the Tract Owners or the District.
- b. The name of the Owner of record or reputed Owner of the Tract.
- c. A legal description of the Tract against which the lien has been assessed.

Any such assessment lien shall be executed, before a notary public, by a majority of the remaining Tract Owners or by the President of the District. The Owners and the District shall each have the right to enforce any such lien in like manner as mortgages on real property. In any such foreclosure action, the Owner shall be liable for and required to pay all the costs and expenses of such proceedings, together with all reasonable attorney's fees incurred in connection with such foreclosure and collection of all such unpaid amounts.

All unpaid assessments shall accrue interest at the rate of 18% per annum, which interest shall commence as of its due date and shall continue until the entire assessment, plus all accrued interest is paid in full. All payments of any sums shall be applied first to accrued interest and then to any remaining principal.

## **ARTICLE VI GENERAL PROVISIONS**

### Section 1: COVENANTS RUN WITH LAND

These Covenants run with the land and are binding upon all Tract Owners, their heirs, successors and assigns.

### Section 2: AMENDMENT

These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Tract Owners.

### Section 3: ENFORCEMENT

Any individual Tract Owner, and the District, shall each have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this Declaration. Failure by the District or any Tract Owner to enforce any covenant herein contained shall in no event be deemed a waiver of right to do so thereafter. Such failure shall not prevent the District or Tract Owner from enforcing any subsequent covenant violation.

### Section 4: ATTORNEY FEES

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other Tract Owners or Improvement and Service District or its equivalent shall be paid by the Tract Owner against whom the covenants have been successfully enforced.

### Section 5: SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

### Section 6: WAIVER OF JURY TRIAL

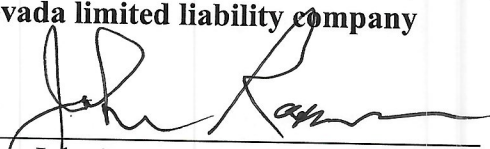
The Declarant and each Tract Owner do hereby irrevocably waive any and all right to trial by jury of any claim or cause of action in any proceeding arising out of or related to this Declaration or any transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. The Declarant and Tract Owners each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each further waives any right to seek to consolidate any such proceeding in which a jury trial has been waived with any other proceeding in which a jury trial cannot or has not been waived. Each further agrees that this provision shall not merge with any deed or conveyance which may be granted from Declarant to the Tract Owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set his hand this 5 day of January, 2022.

**DECLARANT:**

**SANDCREEK INVESTMENTS 2, LLC,**  
a Nevada limited liability company

BY:


  
John Rasmussen

Its: Managing Member

STATE OF Nevada )  
COUNTY OF Clark ) ss.

Subscribed, sworn and acknowledged before me by John Rasmussen, Managing Member of Sandcreek Investments 2, LLC, a Nevada limited liability company, this 5 day of January, 2022.

WITNESS my hand and official seal.

  
Notary Public

My commission expires: 07/08/2025

